



COPY

ASSIGNMENT RECORDATION COVER SHEET  
-PATENTS ONLY-

Commissioner of Patents:

Please record the attached document.

1. Name of conveying party:

- a) Ezula, Inc.
- b)
- c)

2. Name and address of receiving party:

- a) Name: Relevant Point, Inc.

3. Nature of conveyance:

- |   |  |
|---|--|
| <input type="checkbox"/> Assignment         | <input type="checkbox"/> Merger                    |
| <input type="checkbox"/> Security Agreement | <input checked="" type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other _____        | <input type="checkbox"/> License Agreement         |

Execution Date: March 17, 2005

4. Application Number or Patent Number: 09/943,524

The title of the application is: DYNAMIC DOCUMENT CONTEXT MARK-UP TECHNIQUE  
IMPLEMENTED OVER A COMPUTER NETWORK

5. Please send all correspondence concerning this document to:

Beyer Weaver LLP  
P.O. Box 70250  
Oakland, CA 94612-0250  
Customer Number: 022434

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed.
- Charge to Deposit Account No. 500388 (Order No. KABAP002).
- Any additional fees are authorized to be charged to Deposit Account No. 500388 (Order No. KABAP002).

Date: July 30, 2007

  
Michael L. Louie  
Registration No. 36,988

Total number of pages including this cover sheet, attachments and documents: 19

A0626207

State of California  
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 17 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR - 7 2005

A handwritten signature in cursive script that appears to read "Bruce McPherson".

BRUCE McPHERSON  
Secretary of State

APR - 5 2005

THIRD AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
EZULA, INC.

Yoav Shaham hereby certifies that:

1. He is the President and Secretary of EZULA, INC., a California corporation.
2. The articles of incorporation of the corporation are amended and restated to read as follows:

**ARTICLE I**

The name of the corporation is RELEVANT POINT, INC..

**ARTICLE II**

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**ARTICLE III**

A. The corporation is authorized to issue two classes of shares to be designated respectively Preferred Stock ("Preferred Stock") and Common Stock ("Common Stock"). The total number of shares of capital stock that the corporation is authorized to issue is Sixty-Five Million (65,000,000). The total number of shares of Preferred Stock the corporation shall have authority to issue is Fifteen Million (15,000,000). The total number of shares of Common Stock the corporation shall have authority to issue is Fifty Million (50,000,000). Both the Preferred Stock and the Common Stock shall have a par value of \$.0001 per share.

B. Three Million Five Hundred Thousand (3,500,000) shares of the Preferred Stock are designated "Series A Preferred Stock." One Million Five Hundred Thousand (1,500,000) shares of the Preferred Stock are designated "Series A-1 Preferred Stock." The remaining shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the corporation (the "Board of Directors") is expressly authorized

to provide for the issue of all or any of the remaining shares of the Preferred Stock in one or more series, and to fix the number of shares and to determine or alter for each such series, such voting powers, full or limited, or no voting powers, and such designations, preferences, and relative, participating, optional, or other rights and such qualifications, limitations, or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issue of such shares (a "Preferred Stock Designation") and as may be permitted by the General Corporation Law of California. The Board of Directors is also expressly authorized to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series other than the Series A Preferred Stock and Series A-1 Preferred Stock subsequent to the issue of shares of any such series. In case the number of shares of any such series shall be so decreased, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series.

C. The powers, preferences, rights, restrictions, and other matters relating to the Series A Preferred Stock and Series A-1 Preferred Stock are as follows:

1. Dividends.

(a) The holders of the Series A Preferred Stock and Series A-1 Preferred Stock shall be entitled to receive dividends at the rate of \$0.08 per share (as adjusted for any stock dividends, combinations or splits with respect to such shares) per annum, payable out of funds legally available therefor. Such dividends shall be payable only when, as, and if declared by the Board of Directors and shall be noncumulative.

(b) No dividends (other than those payable solely in the Common Stock of the corporation) shall be paid on any Common Stock of the corporation during any fiscal year of the corporation until dividends in the total amount of \$0.08 per share (as adjusted for any stock dividends, combinations or splits with respect to such shares) on the Series A Preferred Stock and Series A-1 Preferred Stock, shall have been paid or declared and set apart during that fiscal year. Thereafter, dividends may be paid to the holders of Common Stock as declared by the Board of Directors.

(c) In the event of a conversion of the Series A Preferred Stock or Series A-1 Preferred Stock, as applicable, pursuant to Section 3, any accrued and unpaid dividends shall be paid at the election of the holder in cash or Common Stock at its then fair market value, as determined by the Board of Directors.

2. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of the corporation, either voluntary or involuntary, the holders of Series A Preferred Stock and Series A-1 Preferred Stock, as applicable, shall be entitled to receive, prior and in preference to any distribution of any of the assets of the corporation to the holders of Common Stock or other junior equity security by reason of their ownership thereof, an amount per share equal to the sum of (i) the Original Series A Issue Price or the Original Series A-1 Issue Price (each as defined below), as applicable (each as adjusted for any stock dividends, combinations or splits with respect to such shares), and (ii) an amount equal to all declared but unpaid dividends on each such share. For purposes hereof, the "Original Series A Issue Price shall be \$0.4835092 for each outstanding share of Series A Preferred Stock and the "Original Series A-1 Issue Price shall be \$76.76545 for each outstanding share of Series A-1 Preferred Stock. If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A Preferred Stock and Series A-1 Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of the corporation legally available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock and Series A-1 Preferred Stock in proportion to the product of the liquidation preference of each such share and the number of such shares owned by each such holder.

(b) After the distribution described in subsection (a) above has been paid, the remaining assets of the corporation available for distribution to shareholders shall be distributed, among the holders of the Series A Preferred Stock, Series A-1 Preferred Stock and Common Stock pro rata based on the number of shares of Common Stock held by each (assuming the conversion of all outstanding shares of such Series A Preferred Stock and Series A-1 Preferred Stock).

(c) For purposes of this Section 2, (i) any acquisition of the corporation by means of merger or other form of corporate reorganization in which the shareholders of the corporation do not own a majority of the outstanding Shares of the surviving corporation or (ii) a sale of all or substantially all of the assets of the corporation shall be treated as a liquidation, dissolution or winding up of the corporation and shall entitle the holders of Series A Preferred Stock, Series A-1 Preferred Stock and Common Stock to receive at the closing cash, securities or other property as specified in Sections 2(a) and 2(b) above.

(d) Any securities to be delivered to the holders of Series A Preferred Stock, Series A-1 Preferred Stock and Common Stock pursuant to Section 2(c) above shall be valued as follows:

(i) Securities not subject to investment letter or other similar restrictions on free marketability:

(A) If traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the thirty (30) day period ending three (3) days prior to the closing;

(B) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid and asked prices over the thirty (30) day period ending three (3) days prior to the closing; and

(C) If there is no active public market, the value shall be the fair market value thereof, as mutually determined by the corporation and the holders of not less than a majority of the then outstanding shares of Series A Preferred Stock or Series A-1 Preferred Stock, as applicable.

(ii) The method of valuation of securities subject to investment letter or other restrictions on free marketability shall be to make an appropriate discount from the market value determined as above in clauses (i) (A), (B) or (C) to reflect the approximate fair market value thereof, as mutually determined by the corporation and the holders of a majority of the then outstanding shares of Series A Preferred Stock or Series A-1 Preferred Stock, as applicable.

(e) The provisions of this Section 2 are in addition to the protective provisions of Section 5 hereof.

3. Conversion. The holders of Series A Preferred Stock and Series A-1 Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right To Convert. Subject to subsection (d), each share of Series A Preferred Stock and each share of Series A-1 Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Series A Issue Price or the Original Series A-1 Issue Price, as applicable, by the Conversion Price in effect at the time that the certificate is surrendered for conversion of the Series A Preferred Stock or Series A-1 Preferred Stock (the "Conversion Price"). The initial Conversion Price per share for shares of Series A Preferred Stock and Series A-1 Preferred Stock shall be the Original Series A Issue Price and the Original Series A-1 Issue Price, as applicable, subject to adjustment as set forth in subsection (d).

(b) Automatic Conversion. Each share of Series A Preferred Stock and each share of Series A-1 Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Price then in effect for such series of Preferred Stock upon the earlier of (i) the date specified by vote or written consent or agreement of holders of a majority (more than 1/2) of the outstanding shares of such series of Preferred Stock, (ii) immediately upon the closing of the sale of the corporation's Common Stock in a firm commitment, underwritten public offering registered under the Securities Act of 1933, as amended (the "Securities Act"), other than a registration relating solely to a transaction under Rule 145 under such Act or to an employee benefit plan of the corporation, at a public offering price (before underwriters' discounts and expenses) of \$10.00 per share (adjusted for any stock splits, stock dividends or other recapitalizations) and the aggregate proceeds to the corporation and/or any selling shareholders (before deduction for underwriters' discounts and expenses) of which exceed \$10,000,000 or (iii) conversion of at least one-half (1/2) of the shares of such series of Preferred Stock then outstanding.

(c) Mechanics of Conversion.

(i) Before any holder of Series A Preferred Stock or Series A-1 Preferred Stock shall be entitled voluntarily to convert the same into shares of Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the corporation or of any transfer agent for such stock, and shall give written notice to the corporation at such office that such holder elects to convert the same and shall state therein the number of shares to be converted and the name or names in which he wishes the certificate or certificates for shares of Common Stock to be issued. The corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Series A Preferred Stock or Series A-1 Preferred Stock, as applicable, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of surrender of the shares of Series A Preferred Stock or Series A-1 Preferred Stock, as applicable, to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date.

(ii) If the conversion is in connection with an underwritten offering of securities pursuant to the Securities Act, the conversion may, at the option of any holder tendering shares of Series A Preferred Stock or Series A-1 Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the Common Stock upon conversion of the Series A Preferred Stock or Series A-1 Preferred Stock shall not be deemed to have converted such Series A Preferred Stock or Series A-1 Preferred Stock until immediately prior to the closing of such sale of securities.

(d) Adjustments to Series A Conversion Price.

(i) Special Definitions. For purposes of this Section 3(d), the following definitions apply:

(A) "Options" shall mean rights, options, or warrants to subscribe for, purchase or otherwise acquire either Common Stock or Convertible Securities (defined below).

(B) "Original Issue Date" shall mean the date on which a share of Series A Preferred Stock or Series A-1 Preferred Stock, as applicable, was first issued.

(C) "Convertible Securities" shall mean any

evidences of indebtedness, shares (other than Common Stock, Series A Preferred Stock and Series A-1 Preferred Stock) or other securities convertible into or exchangeable for Common Stock.

(D) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section 3(d)(iii), deemed to be issued) by the corporation after the Original Issue Date, other than shares of Common Stock issued or issuable:

(1) Upon conversion of shares of Series A Preferred Stock;

(2) Upon conversion of shares of Series A-1 Preferred Stock;

(3) To employees, directors, consultants or advisors under stock option, stock bonus or stock purchase plans or agreements or similar plans or agreements approved by the Board of Directors or an authorized committee thereof;

(4) As a dividend or distribution on Series A Preferred Stock or Series A-1 Preferred Stock; or

(5) For which adjustment of the applicable Conversion Price is made pursuant to Section 3(e).

(ii) No Adjustment of Conversion Price. Any provision herein to the contrary notwithstanding, no adjustment in the Conversion Price shall be made in respect of the issuance of Additional Shares of Common Stock unless the consideration per share (determined pursuant to Section 3(d)(v) hereof) for an Additional Share of Common Stock issued or deemed to be issued by the corporation is less than the Conversion Price in effect on the date of, and immediately prior to, such issue.

(iii) Deemed Issue of Additional Shares of Common Stock. In the event the corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities then entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein designed to protect against dilution) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have

been fixed, as of the close of business on such record date, provided that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(A) No further adjustments in the Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(B) If such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase or decrease in the consideration payable to the corporation, or decrease or increase in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, the Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities (provided, however, that no such adjustment of the Conversion Price shall affect Common Stock previously issued upon conversion of the Preferred Stock);

(C) Upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if:

(1) In the case of Convertible Securities or Options for Common Stock the only Additional Shares of Common Stock issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the corporation for the issue of all such Options, whether or not exercised, plus the consideration actually received by the corporation upon such exercise, or for the issue of all such Convertible Securities, plus the additional consideration, if any, actually received by the corporation upon such conversion or exchange and

(2) In the case of Options for Convertible Securities only the Additional Shares of Common Stock,

if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the corporation for the Additional Shares of Common Stock deemed to have been then issued was the consideration actually received by the corporation for the issue of all such Options, whether or not exercised, plus the consideration actually received by the corporation (determined pursuant to Section 3(d)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised;

(D) No readjustment pursuant to clause (B) or (C) above shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (a) the Conversion Price on the original adjustment date, or (b) the Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date.

(E) In the case of any Options which expire by their terms not more than thirty (30) days after the date of issue thereof, no adjustment of the Conversion Price shall be made until the expiration or exercise of all such Options, whereupon such adjustment shall be made in the same manner provided in clause (C) above.

(F) If any such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Conversion Price which became effective on such record date shall be canceled as of the close of business on such record date, and shall instead be made on the actual date of issuance, if any.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the corporation, at any time after the Original Issue Date shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 3(d)(iii)) without consideration or for a consideration per share less than the Conversion Price in effect on the date of and immediately prior to such issue, then the Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by the corporation for the total number of Additional Shares of Common Stock so issued would purchase at such Conversion Price in effect immediately prior to such issuance, and the denominator of which shall be the number of shares of Common Stock outstanding

immediately prior to such issue plus the number of such Additional Shares of Common Stock so issued. For the purpose of the above calculation, the number of shares of Common Stock outstanding immediately prior to such issue shall be calculated as if all shares of Series A Preferred Stock and Series A-1 Preferred Stock and all Convertible Securities had been fully converted into shares of Common Stock immediately prior to such issuance and any outstanding warrants, options or other rights for the purchase of shares of stock or Convertible Securities had been fully exercised immediately prior to such issuance (and the resulting securities fully converted into shares of Common Stock, if so convertible) as of such date.

(v). Determination of Consideration. For purposes of this Section 3(d), the consideration received by the corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(A) Cash and Property. Such consideration shall:

(1) Insofar as it consists of cash, be computed at the aggregate amount of cash received by the corporation excluding amounts paid or payable for accrued interest or accrued dividends;

(2) Insofar as it consists of property other than cash, be computed at the fair value thereof at the time of such issue, as determined in good faith by the Board of Directors; and

(3) In the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (1) and (2) above, as determined in good faith by the Board of Directors.

(B) Options and Convertible Securities. The consideration per share received by the corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 3(d)(iii), relating to Options and Convertible Securities shall be determined by dividing:

(1) The total amount, if any, received or receivable by the corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against dilution) payable to the corporation upon the exercise of such Options or the

conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

(2) The maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against the dilution) issuable upon the exercise of such Options or conversion or exchange of such Convertible Securities.

(e) Adjustments to Conversion Prices for Stock Dividends and for Combinations or Subdivisions of Common Stock. In the event that the corporation at any time or from time to time after the Original Issue Date shall declare or pay, without consideration, any dividend on the Common Stock payable in Common Stock or in any right to acquire Common Stock for no consideration, or shall effect a subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock (by stock split, reclassification or otherwise than by payment of a dividend in Common Stock or in any right to acquire Common Stock), or in the event the outstanding shares of Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Common Stock, then the Conversion Price in effect immediately prior to such event shall, concurrently with the effectiveness of such event, be proportionately decreased or increased, as appropriate. In the event that the corporation shall declare or pay, without consideration, any dividend on the Common Stock payable in any right to acquire Common Stock for no consideration, then the corporation shall be deemed to have made a dividend payable in Common Stock in an amount of shares equal to the maximum number of shares issuable upon exercise of such rights to acquire Common Stock.

(f) Adjustments for Reclassification and Reorganization. If the Common Stock issuable upon conversion of the Series A Preferred Stock or Series A-1 Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for in Section 3(e) above or a merger or other reorganization referred to in Section 2(d) above), the Conversion Price then in effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted so that the Series A Preferred Stock or Series A-1 Preferred Stock, as applicable, shall be convertible into, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive, a number of shares of such other class or classes of stock equivalent to the number of shares of Common

Stock that would have been subject to receipt by the holders upon conversion of the Series A Preferred Stock or Series A-1 Preferred Stock immediately before that change.

(g) No Impairment. The corporation will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 3 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A Preferred Stock and the holders of the Series A-1 Preferred Stock against impairment.

(h) Certificates as to Adjustments. Upon the occurrence of each adjustment or readjustment of any Conversion Price pursuant to this Section 3, the corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series A Preferred Stock and each holder of Series A-1 Preferred Stock a certificate executed by the corporation's President or Chief Financial Officer setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The corporation shall, upon the written request at any time of any holder of Series A Preferred Stock or any holder of Series A-1 Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of the Series A Preferred Stock or Series A-1 Preferred Stock, as applicable.

(i) Notices of Record Date. In the event that the corporation shall propose at any time: (i) to declare any dividend or distribution upon its Common Stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus; (ii) to offer for subscription pro rata to the holders of any class or series of its stock any additional shares of stock of any class or series or other rights; (iii) to effect any reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or (iv) to merge or consolidate with or into any other corporation, or sell, lease or convey all or substantially all of its assets, or to liquidate, dissolve or wind up; then, in connection with each such event, the corporation shall send to the holders of Series A Preferred Stock and the holders of Series A-1 Preferred Stock:

(A) At least twenty (20) days' prior written notice of the date on which a record shall be taken for such dividend, distribution or subscription rights (and specifying the date on which the holders of Common Stock shall be entitled thereto) or for determining rights to vote, if any, in respect of the matters referred to in (iii) and (iv) above; and

(B) In the case of the matters referred to in (iii) and (iv) above, at least twenty (20) days' prior written notice of the date when the same shall take place (and specifying the date on which the holders of Common Stock shall be entitled to exchange their Common Stock for securities or other property deliverable upon the occurrence of such event).

(j) Issue Taxes. The corporation shall pay any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of Series A Preferred Stock or Series A-1 Preferred Stock pursuant hereto; provided, however, that the corporation shall not be obligated to pay any transfer taxes resulting from any transfer requested by any holder in connection with any such conversion.

(k) Reservation of Stock Issuable Upon Conversion. The corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock and the Series A-1 Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Preferred Stock and Series A-1 Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock or Series A-1 Preferred Stock, the corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to this Certificate.

(l) Fractional Shares. No fractional share shall be issued upon the conversion of any share or shares of Series A Preferred Stock or Series A-1 Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series A Preferred Stock or Series A-1 Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in

the issuance of a fraction of a share of Common Stock, the corporation shall, in lieu of issuing any fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the fair market value of such fraction on the date of conversion (as determined in good faith by the Board of Directors).

(m) Notices. Any notice required by this Section 3 to be given to the holders of shares of Series A Preferred Stock or Series A-1 Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address on the books of the corporation.

4. Voting Rights.

(a) The holder of each share of Series A Preferred Stock and the holder of each share of Series A-1 Preferred Stock shall have the right to one vote for each share of Common Stock into which such share of Series A Preferred Stock or Series A-1 Preferred Stock, as applicable, could be converted on the record date for the vote or written consent of shareholders. In all cases any fractional share, determined on an aggregate conversion basis, shall be rounded to the nearest whole share. With respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock (except as otherwise provided herein or as required by law, voting together with the Common Stock as a single class), and shall be entitled, notwithstanding any provision hereof, to notice of any shareholders' meeting in accordance with the bylaws of the corporation. Each holder of Common Stock shall be entitled to one (1) vote for each share of Common Stock held.

(b) Designation of Directors.

(i) The holders of Series A Preferred Stock shall be entitled, as a group voting as a separate class, to elect one (1) member of the Board of Directors of the corporation. The holders of Common Stock shall be entitled, as a group voting as a separate class, to elect three (3) members of the Board of Directors of the corporation. The holders of Common Stock, the holders of Series A Preferred Stock and the holders of Series A-1 Preferred Stock shall be entitled, as a group voting as a separate class, to elect one (1) member of the Board of Directors. All members not required to be elected by the holders of Series A Preferred, Series A-1 Preferred Stock or the Common Stock as set forth above shall be elected by the holders of Common Stock voting together as a single class.

(ii) The right of holders of any series of Preferred Stock to elect directors separately pursuant to this Section 4(b) shall terminate whenever the Common Stock issued upon conversion of the shares of such series of Preferred Stock pursuant to

Section 4 hereof constitutes a majority of the Common Stock issued and outstanding or issuable upon conversion of all of such series of Preferred Stock.

(iii) In the case of any vacancy in the office of a director occurring among the directors elected by a series of Preferred Stock, class of Common Stock, or class of Preferred Stock and the Common Stock shareholders pursuant to subparagraph (i) of paragraph (b) of Section 4 hereof, the remaining director or directors so elected by a series of Preferred Stock shareholders or Common Stock or Preferred and Common Stock shareholders, by affirmative vote of a majority of the remaining directors of that class, or if no directors of that class are remaining, the holders of a majority of the shares of that series or class, may elect a successor or successors to hold the office for the unexpired term of the director or directors whose place or places shall be vacant. Any director who shall have been elected by the Series A Preferred Stock, Common Stock or Series A Preferred Stock, Series A-1 Preferred Stock and Common Stock voting together, or any director so elected as provided in the preceding sentence hereof, may be removed during the aforesaid term of office, whether with or without cause, only by the affirmative vote of the holders of a majority of the outstanding shares of such series or class, as the case may be.

(iv) The classified voting set forth in this Section 4(b) shall terminate on upon the effectiveness of a registration by the corporation under the Securities Act of 1933, as amended.

5. Restrictions and Limitations. So long as any shares of Series A Preferred Stock or Series A-1 Preferred Stock remain outstanding, the corporation shall not, without the vote or written consent by the holders of a majority (more than 1/2) of the then outstanding shares of the Series A Preferred Stock and Series A-1 Preferred Stock, voting together as a single class:

(a) Redeem, repurchase or otherwise acquire for value (or pay into or set aside for a sinking fund for such purpose) any share or shares of Preferred Stock otherwise than by conversion in accordance with Section 3 hereof;

(b) Redeem, repurchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any of the Common Stock; provided, however, that this restriction shall not apply to the repurchase of shares of Common Stock in an amount not to exceed \$200,000 in any twelve-month period from employees, officers, directors, consultants or other persons performing services for the corporation or any subsidiary pursuant to agreements under which the corporation has the option to repurchase such shares at cost or at cost plus interest upon the occurrence of certain events, such as the termination of employment;

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- (c) Increase or decrease the number of authorized shares of Series A Preferred Stock or Series A-1 Preferred Stock;
- (d) Effect any sale, lease, assignment, transfer or other conveyance of all or substantially all of the assets of the corporation, or any consolidation or merger involving the corporation, or any reclassification or other change of any stock, or any recapitalization of the corporation.
- (e) File any Amended Articles of Incorporation or enter into any agreement which would authorize the issuance of or obligation to issue other equity securities senior or pari passu to any outstanding series of Preferred Stock as to dividends, liquidation preference rights or conversion rights; provided, however, that no such approval of a series of Preferred Stock shall be required to amend the Articles of Incorporation or other related investor rights agreements with respect to authorization or issuance by the Company of any equity security (including any security convertible into or exercisable for equity securities) with rights, privileges and preferences that are junior to such series of Preferred Stock.

6. Status of Converted Stock. In the event any shares of Series A Preferred Stock or Series A-1 Preferred Stock shall be converted pursuant to Section 3 hereof, the shares so converted shall be canceled and shall not be issuable by the corporation, and the Articles of Incorporation of the corporation shall be appropriately amended to effect the corresponding reduction in the corporation's authorized capital stock.

#### ARTICLE IV

A. The liability of directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

B. The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors, or otherwise, to the fullest extent permissible under California law.

C. Any amendment, repeal or modification of any provision of this Article IV shall not adversely affect any right or protection of an agent of this corporation existing at the time of such amendment, repeal or modification.

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors.

4. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the California Corporations Code. The total number of outstanding shares of the corporation is 9,674,318 shares of Common Stock, 3,102,317 shares of Series A Preferred stock, and 1,316,143 shares of Series A-1 Preferred stock. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50% of the outstanding shares of stock.

The undersigned declares under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of his own knowledge.

Dated: March 17, 2005.

Yoav Shaham,  
President and Secretary





COPY

ASSIGNMENT RECORDATION COVER SHEET  
-PATENTS ONLY-

Commissioner of Patents:

Please record the attached document.

1. Name of conveying party:
  - a) Relevant Point, Inc.
  - b)
  - c)
2. Name and address of receiving party:  
a) Name: Kontera Technologies, Inc.

3. Nature of conveyance:

- |   |  |
|---|--|
| <input type="checkbox"/> Assignment         | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name    |
| <input type="checkbox"/> Other _____        | <input type="checkbox"/> License Agreement |

Execution Date: October 27, 2006

4. Application Number or Patent Number: 09/943,524

The title of the application is: DYNAMIC DOCUMENT CONTEXT MARK-UP TECHNIQUE  
IMPLEMENTED OVER A COMPUTER NETWORK

5. Please send all correspondence concerning this document to:

Beyer Weaver LLP  
P.O. Box 70250  
Oakland, CA 94612-0250  
Customer Number: 022434

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed.  
 Charge to Deposit Account No. 500388 (Order No. KABAP002).  
 Any additional fees are authorized to be charged to Deposit Account No. 500388 (Order No. KABAP002).

Date: July 30, 2007

Michael L. Louie  
Registration No. 36,988

Total number of pages including this cover sheet, attachments and documents: 11

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 03:46 PM 10/27/2006  
FILED 03:46 PM 10/27/2006  
SRV 060990422 - 3659455 FILE

**AGREEMENT AND PLAN OF MERGER OF  
KONTERA TECHNOLOGIES, INC., A DELAWARE CORPORATION,  
AND RELEVANT POINT, INC., A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of October 27, 2006 (the "Agreement") is between Kontera Technologies, Inc., a Delaware corporation ("Kontera"), and Relevant Point, Inc. (formerly eZula, Inc.), a California corporation ("Relevant Point"). Kontera and Relevant Point are sometimes referred to herein as the "Constituent Corporations."

**RECITALS**

A. Kontera is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 16,942,110 shares, \$0.0001 par value, of which 10,867,630 shares are designated "Common Stock," \$0.0001 par value, and 6,074,480 shares are designated "Preferred Stock," \$0.0001 par value. Of the authorized shares of Preferred Stock, 31,017 shares are designated Series A Preferred Stock, 13,236 shares are designated Series A-1 Preferred Stock, 3,143,054 shares are designated Series B Preferred Stock, 707,173 shares are designated Series B-1 Preferred Stock, and 2,180,000 shares are designated Series C Preferred Stock.

B. Relevant Point is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 1,694,213,598 shares, \$0.000001 par value, of which 1,086,763,025 shares are designated "Common Stock," \$0.000001 par value, and 607,450,519 shares are designated "Preferred Stock," \$0.000001 par value. Of the authorized shares of Preferred Stock, 3,102,317 shares are designated Series A Preferred Stock, 1,324,038 shares are designated Series A-1 Preferred Stock, 314,305,440 shares are designated Series B Preferred Stock, 70,718,724 shares are designated Series B-1 Preferred Stock, and 218,000,000 shares are designated Series C Preferred Stock.

C. The Board of Directors of Relevant Point has determined that, for the purpose of effecting the reincorporation of Relevant Point in the State of Delaware, it is advisable and in the best interests of Relevant Point and its shareholders that Relevant Point merge with and into Kontera upon the terms and conditions herein provided.

D. The respective Boards of Directors and shareholders or stockholders of Kontera and Relevant Point have approved this Agreement and have directed that this Agreement be executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Kontera and Relevant Point hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I

**MERGER**

1.1 **Merger.** In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California Corporation Law, Relevant Point shall be merged with and into Kontera (the "Merger"), the separate existence of Relevant Point shall cease, Kontera shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Kontera Technologies, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the stockholders or shareholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Agreement and Plan of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

(d) An executed Agreement and Plan of Merger or an executed counterpart of this Agreement meeting the requirements of the California Corporation Law shall have been filed with the Secretary of State of the State of California.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Relevant Point shall cease, and Kontera, as the Surviving Corporation: (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger; (ii) shall be subject to all actions previously taken by its and Relevant Point's Board of Directors; (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Relevant Point in the manner as more fully set forth in Section 259 of the Delaware General Corporation Law; (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger; and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Relevant Point in the same manner as if Kontera had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California Corporation Law.

## II

### **CHARTER DOCUMENTS, DIRECTORS AND OFFICERS**

2.1 Certificate of Incorporation. The Amended and Restated Certificate of Incorporation of Kontera as in effect immediately prior to the Effective Date of the Merger shall be the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of Kontera as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Relevant Point immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III

MANNER OF CONVERSION OF STOCK

3.1 Relevant Point Common Stock. Upon the Effective Date of the Merger, each share of Relevant Point Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one one-hundredth (.01) fully paid and nonassessable share of Common Stock, \$0.0001 par value, of the Surviving Corporation. In lieu of any fractional shares to which the holder of Common Stock would otherwise be entitled, the Surviving Corporation shall pay cash equal to such fraction multiplied by the then fair market value of a share of Common Stock as determined by the Surviving Corporation's Board of Directors.

3.2 Relevant Point Preferred Stock. Upon the Effective Date of the Merger, each share of Relevant Point Preferred Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one one-hundredth (.01) fully paid and nonassessable share of the same series of Preferred Stock, \$0.0001 par value, of the Surviving Corporation. In lieu of any fractional shares to which the holder of Preferred Stock would otherwise be entitled, the Surviving Corporation shall pay cash equal to such fraction multiplied by the original issue price of such share of Preferred Stock.

3.3 Relevant Point Options. Upon the Effective Date of the Merger, the Surviving Corporation shall assume all options, whether vested or unvested and whether exercisable or unexercisable, to purchase Relevant Point Common Stock then outstanding under each of the Relevant Point's 2000 Common Stock Plan, 2002 Employee Stock Option Plan, 2005 Stock Option Plan and 2005 Special Option Plan (the "Relevant Point Options"). Relevant Point's repurchase right with respect to any unvested shares acquired by the exercise of Relevant Point Options shall be assigned to Kontera without any further action on the part of Relevant Point or the holder of such award. Each outstanding and unexercised option convertible into Relevant Point Common Stock shall become an option convertible into the Surviving Corporation's Common Stock (collectively, the "Assumed Options") on the basis of one one-hundredth (.01) share of the Surviving Corporation's Common Stock for each share of Relevant Point Common Stock issuable pursuant to any such option. Such Assumed Options shall be subject to the same terms and conditions and shall have an exercise price per share equal to 100 times the exercise price as was applicable under the respective Relevant Point Option immediately prior to the Effective Date of the Merger. The number of shares of the Surviving Corporation's Common Stock for which the Assumed Options shall be exercisable shall be rounded down to the nearest whole number of shares. The term, vesting schedule, status as an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), if applicable, and all other terms of the Relevant Point Options shall otherwise remain unchanged. It is the intention of the parties that the Assumed Options qualify following the Effective Date of the Merger as incentive stock options as defined in Section 422 of the Code to the extent such Assumed Options qualified as incentive stock options prior to the Effective Date of the Merger.

A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options equal to one one-hundredth (.01) of the number of shares of Relevant Point Common Stock so reserved immediately prior to the Effective Date of the Merger.

3.4 Relevant Point Warrants. Upon the Effective Date of the Merger, each outstanding and unexercised warrant convertible into Relevant Point Common Stock or Preferred Stock shall become a warrant convertible into the Surviving Corporation's Common Stock or Preferred Stock (collectively, the "Assumed Warrants") on the basis of one one-hundredth (.01) share of the Surviving Corporation's Common Stock or Preferred Stock for each share of Relevant Point Common Stock or Preferred Stock

issuable pursuant to any such warrant on the same terms and conditions. The number of shares of the Surviving Corporation's Common Stock or Preferred Stock for which the Assumed Warrants shall be exercisable shall be rounded down to the nearest whole number of shares.

A number of shares of the Surviving Corporation's Common Stock or Preferred Stock shall be reserved for issuance upon the exercise of warrants equal to one one-hundredth of the number of shares of Relevant Point Common Stock or Preferred Stock so reserved immediately prior to the Effective Date of the Merger.

3.5 Kontera Common Stock. Upon the Effective Date of the Merger, each share of Common Stock of Kontera issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Kontera, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.6 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Relevant Point capital stock may, at such shareholder's option, surrender the same for cancellation to the exchange agent designated by the Surviving Corporation (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the appropriate class and series of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Relevant Point capital stock shall be deemed for all purposes to represent the number of whole shares of the appropriate class and series of the Surviving Corporation's capital stock into which such shares of Relevant Point capital stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Relevant Point so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Kontera stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Kontera that such tax has been paid or is not payable.

#### IV

#### GENERAL

4.1 Covenants of Kontera. Kontera covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) File any and all documents with the California Franchise Tax Board necessary for the assumption by Kontera of all of the franchise tax liabilities of Relevant Point; and

(b) Take such other actions as may be required by the California Corporation Law.

4.2 Further Assurances. From time to time, as and when required by Kontera or by its successors or assigns, there shall be executed and delivered on behalf of Relevant Point such deeds and other instruments, and there shall be taken or caused to be taken by Kontera and Relevant Point such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by Kontera the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Relevant Point and otherwise to carry out the purposes of this Agreement, and the officers and directors of Kontera are fully authorized in the name and on behalf of Relevant Point or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Relevant Point or Kontera, or both, notwithstanding the approval of this Agreement by the shareholders of Relevant Point or by the sole stockholder of Kontera, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of California and Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders or stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or Series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would materially adversely affect the holders of any class of shares or series thereof of such Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801, County of New Castle, and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 1550 Bryant Street, Suite 400, San Francisco, California 94103, and copies thereof will be furnished to any shareholder or stockholder of either constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California Corporation Law.

4.8 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of Kontera and Relevant Point, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

Kontera Technologies, Inc.,  
a Delaware corporation

By: /s/ Yoav Shaham  
Yoav Shaham, President and Chief Executive  
Officer

Relevant Point, Inc.,  
a California corporation

By: /s/ Yoav Shaham  
Yoav Shaham, President and Chief Executive  
Officer

Relevant Point, Inc.  
(California Corporation)

OFFICERS' CERTIFICATE

Yoav Shaham certifies that:

1. He is the President and Chief Executive Officer of Relevant Point, Inc., a corporation organized under the laws of the State of California.
2. The corporation has an authorized capital of 1,694,213,598 shares, \$0.000001 par value, of which 1,086,763,025 shares are designated "Common Stock," \$0.000001 par value, and 607,450,573 shares are designated "Preferred Stock," \$0.000001 par value. Of the authorized shares of Preferred Stock, 3,102,317 shares are designated Series A Preferred Stock, 1,324,038 shares are designated Series A-1 Preferred Stock, 314,305,440 shares are designated Series B Preferred Stock, 70,718,724 shares are designated Series B-1 Preferred Stock, and 218,000,000 shares are designated Series C Preferred Stock.
3. There were 316,258,098 shares of Common Stock, 3,102,317 shares of Series A Preferred Stock, 1,316,144 shares of Series A-1 Preferred Stock, 314,305,440 shares of Series B Preferred Stock, 70,718,724 shares of Series B-1 Preferred Stock, and 215,833,545 shares of Series C Preferred Stock issued and outstanding as of the date of the shareholders' written consent approving the Agreement and Plan of Merger attached hereto (the "Merger Agreement"). All shares of Common Stock and Preferred Stock outstanding were entitled to vote on the merger.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of each class of stock which equaled or exceeded the vote required.
5. The percentage vote required was (i) greater than 50% of the votes entitled to be cast by holders of Common Stock, voting together as a separate class; (ii) greater than 50% of the votes entitled to be cast by holders of Preferred Stock, voting together as a single class on an as-converted basis; (iii) greater than 50% of the votes entitled to be cast by holders of Common Stock and Preferred Stock, voting together as a single class on an as-converted basis; and (iv) greater than 50% of the votes entitled to be cast by the holders of the Series B and C Preferred Stock, voting together as a single class on an as-converted basis.
6. Yoav Shaham further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct to his own knowledge.

This Officer's Certificate is hereby executed in San Francisco, California on October 27, 2006.

/s/ Yoav Shaham

Yoav Shaham, President and Chief Executive  
Officer

Kontera Technologies, Inc.  
(Delaware Corporation)

**OFFICERS' CERTIFICATE**

Yoav Shaham certifies that:

1. He is the President and Chief Executive Officer of Kontera Technologies, Inc., a corporation organized under the laws of the State of Delaware.

2. The corporation has an authorized capital of 16,942,110 shares, \$0.0001 par value, of which 10,867,630 shares are designated "Common Stock," \$0.0001 par value, and 6,074,480 shares are designated "Preferred Stock," \$0.0001 par value. Of the authorized shares of Preferred Stock, 31,017 shares are designated Series A Preferred Stock, 13,236 shares are designated Series A-1 Preferred Stock, 3,143,054 shares are designated Series B Preferred Stock, 707,173 shares are designated Series B-1 Preferred Stock, and 2,180,000 shares are designated Series C Preferred Stock

3. There were 6,000,000 shares of Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto (the "Merger Agreement").

4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of 100% of the outstanding shares of Common Stock of Kontera.

5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of Common Stock.

6. Yoav Shaham further declares under penalty of perjury under the laws of the State of California and Delaware that the matters set forth in this certificate are true and correct to his own knowledge.

This Officer's Certificate is hereby executed in San Francisco, California on October 27, 2006.

/s/ Yoav Shaham

Yoav Shaham, President and Chief Executive  
Officer